

BILL NO. S-79-09-13

SPECIAL ORDINANCE NO. S- 173-79

AN ORDINANCE approving Civil City Purchase Order No. 4-06937 with Seastrom, Inc. for Leaf Receiver Boxes for the Street Department.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Civil City Purchase Order No. 4-06937, dated September 12, 1979, between the City of Fort Wayne, by and through the City Purchasing Director and the Board of Public Works and Seastrom, Inc., for the purchase of ten Leaf Receiver Boxes to be used with the Leaf Sweepers by the Street Department, at a cost of \$11,500.00, all as more particularly set forth in said Purchase Order, which is on file in the Office of the Department of Purchasing and is by reference incorporated herein and made a part hereof, be and the same is in all things ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Vivian A. Schmidt
Councilman

APPROVED AS TO
FORM & LEGALITY
William N. Salin
.....
William N. Salin, City Attorney

Read the first time in full and on motion by J. Redmish, seconded by Henge, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 19____, at _____ o'clock _____ M., E.S.T.

DATE: 9-25-79.

Charles W. Whitman
CITY CLERK

Read the third time in full and on motion by J. Redmish, seconded by Henge, and duly adopted, placed on its passage.

PASSED (~~LOST~~) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	<u>0</u>	_____	_____	_____
<u>BURNS</u>	<u>X</u>	_____	_____	_____	_____
<u>HINGA</u>	<u>X</u>	_____	_____	_____	_____
<u>HUNTER</u>	<u>X</u>	_____	_____	_____	_____
<u>MOSES</u>	<u>X</u>	_____	_____	_____	_____
<u>NUCKOLS</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, D.</u>	<u>X</u>	_____	_____	_____	_____
<u>SCHMIDT, V.</u>	<u>X</u>	_____	_____	_____	_____
<u>STIER</u>	<u>X</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>X</u>	_____	_____	_____	_____

DATE: 10-9-79

Charles W. Whitman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (ZONING MAP) (GENERAL) (ANNEXATION) (SPECIAL) (APPROPRIATION) ORDINANCE (RESOLUTION) No. 2-173-79 on the 9th day of October, 1979.
ATTEST: (SEAL)

Charles W. Whitman
CITY CLERK

Winfield C. Wingo Jr.
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of October, 1979, at the hour of 11:30 o'clock A M., E.S.T.

Charles W. Whitman
CITY CLERK

Approved and signed by me this 17 day of October, 1979, at the hour of 10 o'clock _____ M., E.S.T.

Robert J. Montgomery
MAYOR

Bill No. S-79-09-13

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving Civil City Purchase Order No. 4-06937 with Seastrom, Inc.
for Leaf Receiver Boxes for the Street Department

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

VIVIAN G. SCHMIDT - CHAIRMAN

WILLIAM T. HINGA - VICE CHAIRMAN

JAMES S. STIER

JOHN NUCKOLS

DONALD J. SCHMIDT

Vivian G. Schmidt
William T. Hinga
James S. Stier
John Nuckols
Donald J. Schmidt

10-9-79
DATE _____ CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 12, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Civil City Purchase Order No. 4-06937 to Seastrom Equipment Company, Inc. has been issued for the purchase of ten Leaf Receiver Boxes according to Alternate Bid "C" in the amount of \$11,500.00.

Since it won't be too long before the leaf falling occurs, Street Department is anxious that these sweepers be purchased to facilitate the pickup of leaves.

Therefore, the Board of Works respectfully requests "Prior Approval" so that the above-described Receiver Boxes may be purchased immediately for the Street Department.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHREBERG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

Don J. Schmidt

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

MEMBERS OF THE COMMON COUNCIL



THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

September 12, 1979

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Civil City Purchase Order No. 4-06937 to Seastrom Equipment Company, Inc. has been issued for the purchase of ten Leaf Receiver Boxes according to Alternate Bid "C" in the amount of \$11,500.00.

Since it won't be too long before the leaf falling occurs, Street Department is anxious that these sweepers be purchased to facilitate the pickup of leaves.

Therefore, the Board of Works respectfully requests "Prior Approval" so that the above-described Receiver Boxes may be purchased immediately for the Street Department.

Special Ordinance for formal approval will be submitted in the very near future.

Sincerely,

BOARD OF PUBLIC WORKS

Henry P. Wehrenberg
HENRY P. WEHRENBURG, CHAIRMAN

CITY OF FORT WAYNE

Robert E. Armstrong
ROBERT E. ARMSTRONG, MAYOR

ep
APPROVED:

Don G. Schmidt

ATTEST:

Charles W. Westerman
CHARLES W. WESTERMAN, CLERK

John C. ...
James ...
James ...
MEMBERS OF THE COMMON COUNCIL

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES
NUMBER ONE EAST MAIN STREET
ROOM 470
FORT WAYNE, INDIANA 46802

MAIL ALL CORRESPONDENCE, CLAIM VOUCHERS ETC. TO:

Street Department Dept. 880

1701 South Lafayette Street
Fort Wayne, Indiana 46803

Vendor #6599-01

Seastrom, Inc.
2351 Kentucky Avenue
Indianapolis, Indiana 46221

DELIVER TO:-

DEPARTMENT Same as above
OR DIVISION

ADDRESS % IF PAID WITHIN DAYS FROM DELIVERY AND
CASH DISCOUNT TERMS ACCEPTANCE OF GOODS OR PERFORMANCE OF SERVICES. (DEDUCTION FOR DISCOUNT SHOWN BELOW)

DATE September 12, 1979

REF. NO.

REQ. NO.

THE ABOVE INFORMATION MUST APPEAR ON ALL INVOICES, BILLS OF LADING, DELIVERY TICKETS, PACKAGES AND CORRESPONDENCE.
INVOICE IN DUPLICATE.

THIS PURCHASE ORDER ISSUED BY:

DEPT. Purchasing Dept.

DATE
WANTED

APPROPRIATION } 4-02-134-484-4002
AND FUND
NUMBER

QUANTITY ORDERED	UNIT	MATERIALS, SUPPLIES OR SERVICES	UNIT PRICE	AMOUNT
TAX EXEMPT (UNLESS OTHERWISE INDICATED)				
10	each	Leaf Receiver Boxes		
		Alternate "C"		
		Per Bid Reference Number 908		
		Delivery 45 - 60 Days A.R.O.		
		Sub (let) to Councilman's Approval		
		<i>Henry P. Wehrenberg</i>		
		<i>Ethel W. Lamar</i>		
		<i>May G. Scott</i>		
		APPROVED By of Public Works		
		JRS/lje		
		TOTAL-----	1,150.00	\$11,500.00

COMPLIANCE WITH THE DELIVERY DATE REQUESTED WILL AVOID "FOLLOW UP" CORRESPONDENCE.

NOTE

↓
READ

INSTRUCTIONS ON THE BACK OF THIS ORDER

ORDER

THE CONTRACTOR OR VENDOR, BY ACCEPTING THIS ORDER, AGREES TO THE GENERAL CONDITIONS AND TERMS OF AGREEMENT ON THE BACK OF THIS ORDER.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN INCLUDE ALL CHARGES FOR DELIVERY, PACKING, ETC., NECESSARY TO COMPLETE DELIVERY TO DESTINATION SPECIFIED.

UNLESS OTHERWISE INDICATED THE PRICES SHOWN DO NOT INCLUDE TAXES OF ANY KIND.

EXEMPTION BLANKS WILL BE FURNISHED WHEN NECESSARY.

ING. SALES TAX EXEMP. CERTIF. NO. 34508

IF THIS ORDER DOES NOT AGREE WITH YOUR QUOTATION, KINDLY RETURN IT WITH AN EXPLANATION.

I HEREBY CERTIFY THAT THE COST OF THE ABOVE PURCHASE IS FULLY COVERED BY UNENCUMBERED BALANCES IN THE ABOVE FUNDS AND THAT THE EXPENDITURE THEREFOR HAS BEEN DULY AUTHORIZED AND APPROPRIATED.

I HEREBY CERTIFY UPON MY OWN PERSONAL KNOWLEDGE THAT THIS ORDER IS AUTHORIZED BY A PROPERLY EXECUTED AND APPROVED REQUISITION ON FILE IN THIS OFFICE.

City Controller

Director of Purchases

Per

Per

Pink copy to - Dept. of
Purchases (Original)
Yellow copy for
Dept. of origin file

CITY OF FORT WAYNE

REQUISITION FOR MATERIALS, SUPPLIES AND SERVICES

P. O. #

Assigned *H-16937*

Form DP 1 - 1971

Approved by State Board of
Accounts for City of Fort Wayne, 1965

Req. No.

Board, Commission, or Dept.
TO BE CHARGED

Street Department - *880*

Address

1701 S. Lafayette St., Fort Wayne, IN 46803

Required for delivery to:

Department or Division

SAME

Date Wanted

Req. Date 8-7-79

Address

Fund 402-134-484 - Unencumbered balance
Appropriation No. 4002 Not including this Req. \$ 16,000.00

For Additional

Information Contact

Taras T. Gach

Telephone No. 423-7018

NOTE USE A SEPARATE REQUISITION FOR ITEMS OBVIOUSLY
PURCHASED FROM SEPARATE SUPPLIERS.

QUANTITY	UNIT		ORIGINATING DEPT. ESTIMATE		FOR DEPARTMENT OF PURCHASES		ONLY
			COST	TOTAL	PRICE	TOTAL	DAI
10	ea	LEAF RECEIVER BOXES (per attached specifications.)					
		<i>Alternate "C"</i>	<i>1,150.00</i>	<i>11,500.00</i>			
		<i>See Bid Reference No. 908</i>					
		<i>Delivery 45-60 Days A.R.O.</i>					
		<i>Subject to Councilman's Approval</i>					
		<i>(Alternate "A")</i>					
		<i>(Alternate "B")</i>					
		<i>(Alternate "C")</i>					
		<i>#006599-01</i>					

Purpose

If for existing motor vehicle
LICENSE NO. UNIT NO.

Source Recommended

Last Order Placed With

P.O.#

1. Departments must anticipate their requirements in order that the department of purchases be given time to negotiate a purchase.

2. A complete description should be given. If the item was purchased previously, copy the description from the purchase order or contract.

WRITTEN

DEPT. AUTHORITY

APPROVED

ORIGINATING DEPT. HEAD

BOARD OF CONTROL - COMMISSION - AGENCY, INC. 008

COMPUTATION OF BIDS

PID REF. 908CLOSING DATE 8/21/79One (1) Leaf
Receiver Box

Alternate "A"

Alternate "B"

Alternate "C"

Ries Equipment
2304 North Catherwood Avenue
Indianapolis, IndianaTOTAL \$ 1480.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 1480.00TOTAL \$ 5700.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 5700.00TOTAL \$ 11,600.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 11,600.00TOTAL \$ 14,500.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 14,500.00*For Col. B. B. Bond*Deeds Equipment Company, Inc.
8015 E. 45th Street
Lawrence, IndianaTOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 1781.25TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 6900.00TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 12,650.00TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 14,975.00Somers Equipment Company
1332 Sadler Circle East Drive
Indianapolis, IndianaTOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____Seamstrom, Inc.
2351 Kentucky Avenue
Indianapolis, IndianaTOTAL \$ 1150.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 1150.00TOTAL \$ 4600.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 4600.00TOTAL \$ 9200.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 9200.00TOTAL \$ 11,500.00
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL 11,500.00*For Col. B. B. Bond*TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____TOTAL \$ _____
LESS TAX _____
LESS TRADE _____
LESS DISC _____
TOTAL _____

BID, OFFER OR PROPOSAL

on

MATERIAL OR MATERIALS, EQUIPMENT, GOODS OR SUPPLIES

LAWRENCE, Indiana, AUGUST 21, 1979
AT 11:00 A.M.
To CITY OF FORT WAYNE, DEPARTMENT OF PURCHASES, FORT WAYNE, INDIANA
State name, official position and municipality

Pursuant to notices given, the undersigned proposes to furnish the material or materials, equipment, goods or supplies as per said notices and specification now on file in the office of _____

JAMES R. SNYDER, PURCHASING DEPARTMENT, CITY OF FORT WAYNE
State name official position and municipality

and as per copy thereof, hereto attached, or as described herein for the following amount:

(State the class or item number or an exact description of the material or materials, equipment, goods or supplies to be furnished and amount of bid on each article.)

Class or Item	Quantity	Unit	Quality-Description	Unit Price	Amount
	One (1)		American Road Machinery Leaf Receiver Box with the following specifications: 14 gauge construction, 1/8" angle and channel supports 12 1/2" cu. yd. capacity 22" high 83" wide 96" long Hinged door Hopper collar - 16" Replaceable Screens Dump Body Mounted May be unbolted to store in flat position. Price F.O.B. City of Fort Wayne		\$1,781.25
			Alternate A) 4 units \$1,725.00 ea. B) 8 units \$1,706.25 ea. C) 10 units \$1,687.50 ea.		

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA

MARION

COUNTY

SS.

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale.

John K. Brennan
JOHN K. BRENNAN, PRESIDENT

Bidder or Agent

For DEEDS EQUIPMENT COMPANY, INC.
Firm or Corporation

Subscribed and sworn to before me this 21ST day of AUGUST, 1979

My Commission Expires

OCTOBER 9, 1982

Becky J. Webber
BECKY J. WEBBER, MARION COUNTY

ACCEPTANCE OF PROPOSAL

AS

CONTRACT

It appearing from the records that there is now a sufficient unobligated appropriation of funds available, the foregoing agreement is accepted by the _____ of _____

Board or Trustees

Gov't Unit

Indiana as to classes or items _____

Such acceptance to operate as a contract binding such _____

Gov't Unit

Dated this _____ day of _____, 19____

Board or Trustees

Attest _____

Clerk, Title

Gov't Unit

BID OF

Address

For
MATERIAL OR MATERIALS,
EQUIPMENT, GOODS
OR SUPPLIES

FILED _____ 19 _____

THIS BID ACCEPTED FOR THE
FOLLOWING CLASSES OR ITEMS

this _____ day of _____ 19 _____

P.O. No. Issued: _____

Date _____

IF NO PART OF BID IS ACCEPTED, WRITE THE
WORD "REJECTED" ACROSS FACE

PROPOSAL

The undersigned bidder agrees to furnish to CITY OF FORT WAYNE,
DEPARTMENT OF PURCHASES, FORT WAYNE,
Indiana, all articles and things enumerated on the foregoing pages in accordance with the specifications
and in compliance with all stipulations therein, at and for the prices set opposite each item, and declares
and represents that the price herein charged for each and every article and thing named in this office or
bid is net, and that it is fair, just and usual; that he has not offered nor received a less price for the articles
embraced in this bid than that stated herein, except NO EXCEPTIONS

(Here state specifically to whom, when, why, price)

that if this bidder shall offer to or receive from any person, firm, board, commission, trustee or corporation,
during the continuance of the contract sought hereunder, a less price than that stated herein, excepting
market changes, he consents that the difference shall be deducted from the sum due under said contract, or,
if there be none, that said difference may be recovered from him by appropriate action; and it is agreed by
this bidder that this stipulation shall be a part of any contract that may be entered into upon this bid; and
this bidder further agrees that he will not, directly or indirectly, withdraw this bid from the office in which
it is filed and that the same shall in the manner and form in which it is made, become and remain a part
of the public documents in said office.

The undersigned bidder further agrees that on acceptance of this proposal by the

DEPARTMENT OF PURCHASES of said CITY OF FORT WAYNE Indiana
(Board or Trustee) (Gov.'s Unit)

as to either or all the classes or items, this bid and agreement is to become and be a contract to such effect
as to each class or item so accepted upon the filing herewith of a bond or certified check in the amount as
required by the purchaser in notice to bidders. Any liability for breach of said contract shall be enforceable
by an appropriate action upon said contract or bond or certified check, as the case may be, or either or
both of them as provided by law in similar cases.

(his)
In testimony whereof the bidder has hereunto set ~~his~~ hand this 21ST day of
AUGUST 1979.

DEEDS EQUIPMENT COMPANY, INC.
Bidder
By John K. Brennan
JOHN K. BRENNAN, PRESIDENT
Agent or In-Interest Members of Firm or

Officers of Corporation

The Contractor and his sub-contractors, if any, shall not discriminate against any employee or appli-
cant for employment to be employed in the performance of this contract, with respect to his hire, tenure,
terms, conditions or privileges of employment or any matter directly or indirectly related to employment,
because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded
as a material breach of the contract.

NOTE—The contract will be awarded by classes or items, in accordance with specifications. Any changes,
interlineations or alterations in the items specified will render such bid void as to class or items.

AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, _____

DEEDS EQUIPMENT COMPANY, INC. _____

of LAWRENCE, INDIANA _____ (hereinafter called the Principal),

as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the

Surety), as Surety, are held and firmly bound unto _____

CITY OF FORT WAYNE, DEPARTMENT OF PURCHASES, FORT WAYNE, INDIANA _____

(hereinafter called the Oblgee) in the penal sum of 5% OF THE BID _____

_____ Dollars (\$5% OF BID) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED and SEALED this 21ST day of AUGUST 19 79

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal has submitted or is about to submit a proposal to the Oblgee on a contract for _____

ONE (1) OR MORE AMERICAN ROAD MACHINERY LEAF RECEIVER BOX _____

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Oblgee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

DEEDS EQUIPMENT COMPANY, INC. _____

BY: _____

AMERICAN STATES INSURANCE COMPANY

By _____

Attorney-in-Fact

American States Insurance Company

INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by these presents make, constitute and appoint

--- RONALD A. SMITH, R. WAYNE SMITH, JOHN W. SAWYER, JR. AND BETTY ROBERTSON ---

(Jointly or Severally)

of Rochester and State of Indiana
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings,

provided, however, that the penal sum of any one such instrument executed hereunder

shall not exceed TWO MILLION FIVE HUNDRED THOUSAND AND NO/100 (\$2,500,000.00) DOLLARS ---

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President,

attested by its Assistant Secretary and its corporate seal to be hereto affixed this 13th day of July

A. D. 19 78

AMERICAN STATES INSURANCE COMPANY

(SEAL)

By William M. Evans
Second Vice-President

ATTEST: Thomas M. Ober
Assistant Secretary

STATE OF INDIANA }
COUNTY OF MARION } SS:

On this 13th day of July, A. D. 19 78, before me personally came

William M. Evans

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name

thereto by like order. And said William M. Evans further said that he is acquainted with Thomas M. Ober and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

September 15, 1980

Jean Bevington

My Commission Expires

Notary Public

STATE OF INDIANA }
COUNTY OF MARION } SS:

I, Thomas M. Ober, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.


This Certificate may be signed and sealed by facsimile under and by the authority of the following resolution of the Board of Directors of American States Insurance Company at a meeting duly called and held on the 15th day of December 1977:

"RESOLVED: That the use of a printed facsimile of the corporate seal of the company and of the signature of an Assistant Secretary on any certification of the correctness of a copy of an instrument executed by the President or a Vice-President pursuant to Section 7.07 of the By-Laws appointing and authorizing an Attorney-in-Fact to sign in the name and on behalf of the company surety bonds, underwriting undertakings or other instruments described in said Section 7.07, with like effect as if such seal and such signature had been manually affixed and made; hereby is authorized and approved."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 21ST

day of AUGUST, A. D. 19 79

(SEAL)


Assistant Secretary

CITY OF FORT WAYNE

DEPARTMENT OF PURCHASES

Number One Main St., Ft. Wayne, Ind. 46802

INVITATION

Quotations, subject to the conditions on the reverse hereof, are requested on the following list of materials, supplies, equipment or services, for the department as mentioned, with delivery to destination as shown below. Quotations shall include all charges for delivery, packing, etc. Address your reply as indicated below.

*Mail all replies and correspondence, etc. to Attn. of James R. Snyder - 423-7037 DEPARTMENT OF PURCHASES

Room 470, Number One Main St., Ft. Wayne, Ind. 46802

REQUIRED FOR DELIVERY TO:

Department or Division Street Department
1701 SOUTH LAFAYETTE

Address Fort Wayne, Indiana 46803

Page 1 of 7Ref. No. 908Date August 7, 1979

Date wanted _____

Fund 04-02-134-484-4002

Appropriation No. _____

RETURN ORIGINAL TO THE CITY — RETAIN DUPLICATE COPY FOR YOUR FILE

Closing Tuesday - August 21, 1979 - @ 11:00 A.M.
 Time of Bids _____

TAXES: THE CITY IS EXEMPT FROM FEDERAL EXCISE AND INDIANA STATE SALES TAX. THE CITY'S INDIANA SALES TAX EXEMPTION CERTIFICATE NUMBER IS NO. 0484. PRICES SHOULD NOT INCLUDE THESE TAXES. See "Instructions to Bidders" No. 10 on reverse hereof for details.

TAX EXEMPT (Unless otherwise indicated)

Quantity	Unit	Materials, Supplies, Equipment or Service	Unit Price	Total Amount
1	EACH	LEAF RECEIVER BOX per attached specifications:		\$1,150.00
		All Specification Questionnaire's must be completed		
		Alternate "A"		\$4,600.00
		Alternate "B"		\$9,200.00
		Alternate "C"		\$11,500.00
			10 BOXES	
		Affirmative Action: On File _____ Attached <input checked="" type="checkbox"/>		

BM Bond required ☐ NO ☒ YES 5% Performance Bond ☐ NO ☒ YES 100%
 See Instructions Item No. 14 on reverse side hereof.
 Terms _____ % cash discount if paid within _____ days from delivery and acceptance of goods or completion of services.

PROPOSAL OR BID

In compliance with the above invitation for bids and subject to all conditions thereof, the undersigned offers and agrees, if this bid be accepted within a reasonable time from date of closing, to furnish any or all of the items or render such services upon which prices are quoted, in accordance with the specifications applying and at the prices set opposite each item.

Delivery of any or all of the items or completion of services indicated shall be made within _____ days from receipt of order.

IMPORTANT

As delivery may be a deciding factor in the award of an order, it is important that bidders furnish the information requested above.

Sign Here:

SEASTROM, INC.

For James R. Seastrom Mayor of City V.P. Municip. Div.

Address 12351 Kentucky Ave.City IndianapolisDate 8-17-79

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part hereof.
3. **Workman's Compensation:** Insofar as "Workman's Compensation" Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificate is required in the Bid Document.
4. **Indemnification and Indemnification:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand, for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and he further agrees to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.
To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the types and amounts of insurance to be provided is set forth in the Bid Document.
5. **Pricing:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices quoted will govern.
6. **Deliveries:** Quotations should include all charges for delivery, packing, cradles, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications contained in the Bid Document.
References to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in fabricating the requirements of the City. They should not be construed as excluding proposals on other types of materials, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless a departure or substitution is clearly noted and described in the proposal.
8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.
9. **Cash Discounts:** Time in connection with each discount offered, will be computed from date of delivery and acceptance at final destination or from date properly created claim voucher is received, if the latter date is later than the date of delivery and acceptance.
10. **Taxes:** The City is generally exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Exemption forms will be furnished wherever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.
11. **Bid Information and Selection:** The City reserves the right to waive informalities not inconsistent with law or to reject any or all bids.
12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.
13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the materials, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.
14. **Bidder's Signature:** Each proposal form must be signed by the bidder with his usual signature. All signatures should be in full.
Bids by partnership should indicate the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Smith-Jones Company, by John Jones, a partner".
Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it to the contract.
15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 203, section 10, being Burns Indiana Statute 42-2118-1234 employment regarding such bidder, contractor, or his subcontractors not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color religion, national origin or ancestry.**
16. **Unless otherwise specifically indicated under the individual listing in the legal advertisement or invitation to bid, all bids shall be subject to the following:**
 - a) A Bid bond, deposit of cash, certified check or Bank Cashiers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
 - b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bid wanted or the invitation to bid, as a guarantee for the faithful performance thereof.
17. **Submission and Receipt of Bids:**
 - a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
 - b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
 - c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed with information on the face of the Bid Envelope to identify the bid, e.g., Bid Reference number and date of closing and City Agency involved.
 - d) Separate proposals must be submitted on each reference number.
 - e) Proposals having any erasures or corrections thereon may be rejected unless explained or noted over the signature of the bidder.

Accepted _____ Date _____ 10 _____ as follows:
 Rejected _____ Date _____ 10 _____ as follows:
 Rejected _____ Date _____ 10 _____ as follows:
 Rejected _____ Date _____ 10 _____ as follows:

Specifications for One (1) Leaf Receiver Box to be able to slip into standard size Dump Bodies.

BASE PRICE: \$ 1,150.00

FREIGHT: \$ N/A

1. LENGTH: 11 feet maximum \$
2. HEIGHT: 9 feet 5 inches minimum \$
3. WIDTH: Shroud up to travel 6 ft. 6 inches(min)
Shroud out to work 9 ft. (min.) \$
4. COLOR: Optional \$
5. CONSTRUCTION All Steel with full opening
dumping door. Sectional, heavily
screened area for exhaust air unit
should be able to store flat when
not in use. \$
6. DELIVERY DATE: 45-60 Days After Receipt of Order
7. GUARANTEE: MANUFACTURER'S WARRANTY: 90 Days on Parts and Workmanship
-

TOTAL: \$ 1,150.00

LESS TAX: \$ -

LESS DISCOUNT: \$ -

NET TOTAL: \$ 1,150.00

Alternate "A": Order of Four (4) Leaf Receiver Boxes - per specifications listed:

TOTAL EACH UNIT: \$ 1,150.00

TOTAL: \$ 4,600.00

LESS TAX: \$ -

LESS DISCOUNT: \$ -

NET TOTAL: \$ 4,600.00

Alternate "B": Order of Eight (8) Leaf Receiver Boxes per listed specifications

TOTAL EACH UNIT:	\$ <u>1,150.00</u>
TOTAL:	\$ <u>9,200.00</u>
LESS TAX:	\$ <u>-</u>
LESS DISCOUNT:	\$ <u>-</u>
NET TOTAL:	\$ <u>9,200.00</u>

Alternate "C": Order of Ten (10) Leaf Receiver Boxes per listed specifications:

TOTAL EACH UNIT	\$ <u>1,150.00</u>
TOTAL:	\$ <u>11,500.00</u>
LESS TAX:	\$ <u>-</u>
LESS DISCOUNT:	\$ <u>-</u>
NET TOTAL:	\$ <u>11,500.00</u>

10-1/2 CU. YD. LEAF RECEIVER BOX: One (Quantity) leaf receiver cabinets shall be provided with the following overall dimensions: Width: 76-3/4 inches; Length: 9 feet 2 inches; Height: 68-3/4 inches. Cabinet shall consist of six separate sections which, when bolted together through pre-drilled holes, shall provide the sides, front, rear dumping door, and two removable exhaust screen elements. The sides, front and rear door of the receiver cabinet shall be of all metal construction, adequately braced, electrically welded and having a smooth interior. The rear door shall be full opening. The full opening door to be hinged at top by means of hinge pin of not less than 3/4" diameter. Door shall be held closed by a single full length tubular member having an outside diameter of not less than 1.315". This device shall be positive locking and shall be easily operated from ground level. There shall be two forward mounted anchoring chains having a combined tensile strength rating of not less than 110,000 lbs. per square inch to prevent receiver cabinet from sliding back when truck body is elevated for dumping of material. Means shall be provided for securing receiver cabinet to truck floor. Each of the two exhaust screen sections shall be angle iron framed and externally removable without requiring access to interior. A flexible internal material baffle shall be included. Capacity of cabinet shall not be less than 288 cubic feet. Interior and exterior of cabinet will be given one coat of zinc chromate primer and the exterior shall receive a finish coat of chrome yellow enamel.

FLEXIBLE SELF-SEALING LEAF BOX CONNECTOR: Shall be provided for One (quantity) leaf receiver boxes. This elastic, self-sealing connection for leaf box installation shall provide for vertical, horizontal and longitudinal movement of leaf loader discharge duct without the use of hose. The above connection between truck leaf box and discharge tube shall insure a tight leak-proof cylindrical seal at the connection.

SPECIFICATION QUESTIONNAIRE
Bidder Proposal - To Be Completed

By the Bidder

ATTACHED

Year: _____ Make: _____ Model: _____

1. Length: _____
2. Height: _____
3. Width: _____
4. Color: _____
5. Construction: _____

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That Indiana Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, does hereby make, constitute and appoint

Hazel F. Anderson

of Indianapolis and State of Indiana
its true and lawful Attorney(s)-in-Fact with full power and authority to sign, execute, seal and deliver any and all bonds and undertakings for and on its behalf as follows: Any and All Bonds and Undertakings.

and to bind the Corporation thereby as fully and to the same extent as if such bonds and undertakings were signed by the President, sealed and duly attested by the Secretary of the Corporation, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Article VII (1) of the By-laws of the Indiana Insurance Company, which read as follows:

"ARTICLE VII (1). The President or any Vice President acting with the Secretary or any Assistant Secretary, shall have the power and authority to appoint Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory to the nature thereof, and at any time to remove any such Attorney-in-Fact and revoke the power and authority given to him. Attorneys-in-Fact when so appointed shall have power and authority, subject to the terms and limitations of the Powers of Attorney issued to them, to execute and deliver on behalf of the corporation and to attach the seal of the corporation thereto any and all bonds and undertakings, and other writings obligatory to the nature thereof, and such instrument executed by any such Attorney-in-Fact shall be as binding upon the corporation as if signed by an executive officer and sealed and attested by the Secretary or any Assistant Secretary."

IN WITNESS WHEREOF, Indiana Insurance Company has caused these presents to be signed by its Vice President, attested by its Secretary or Assistant Secretary, and its corporate seal to be hereto affixed this 2nd day of March, 19 64.

ATTEST: [Signature] INDIANA INSURANCE COMPANY
XXXXXX - Assistant Secretary By [Signature]
Vice President

STATE OF INDIANA) ss.
COUNTY OF MARION)

On this 2nd day of March, A.D. 19 64, before me personally came C.E. Mohr, to me known, who being by me duly sworn, did depose and say, that he resides in the City of Indianapolis, Indiana; that he is Vice-President of Indiana Insurance Company, the Corporation described in and which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument in such corporate seal; that it was so affixed by order of the Board of Directors of said Corporation; and that he signed his name thereto by like order. And said

further said that he is acquainted with Jas. L. Schmutte and knows him to be the XXXXXX - Assistant Secretary of said Corporation; and that he executed the above instrument

December 9, 1964

My Commission Expires

[Signature]
Harold J. Arthur

Notary Public

STATE OF INDIANA) ss.
COUNTY OF MARION)

I, Jas. L. Schmutte, the XXXXXX - Assistant Secretary of Indiana Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Indiana Insurance Company, which is still in full force and effect.

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, at the City of Indianapolis, this day of , A.D., 19 .

(Seal)



[Signature]
Assistant Secretary

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Marion COUNTY } SS:

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

James R. Hadley, ^{Bidder or Agent} Vice President/Municipal Di

For SEASTROM, INC

Firm or Corporation

Subscribed and sworn to before me this 17th day of August, 1979

My Commission Expires

March 4, 1983

Ruth C. Patterson, Notary

PROPOSAL AND BID SURETY FORM

Page #7 of #7

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of Six Hundred and 00/100 Dollars.

.....Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

Certified ☐

Cashiers ☐

Check No. in the sum of

If corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

.....Dollars

on Bank

of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond.
Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Kestie J. Nichols

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

Witnessed by:

BIDDER
AND
PRINCIPAL

SURETY

SEASTROM, INC.

Name of Bidder—Print or Type

By

James R. Hadley
Signature of Person Authorized to Sign
James R. Hadley, Vice President/Municipal Div.

Title

2351 Kentucky Ave.

Street Name and Number

Indianapolis, IN. 46221

City, State and Zip Code

Date August 17, 1979

← See Cover Letter

Name of Company — Print or Type

Incorporated

In the State of:

Address

By

Sign on this Line

Date

GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS AND INFORMATION FOR BIDDERS

1. **Special Conditions:** Special conditions included in the Bid Document shall take precedence over any provisions stipulated hereunder.
2. **Applicable Laws:** The Revised statutes of the State of Indiana, and all City ordinances insofar as they apply to the laws of competitive bidding, contracts, and purchases, are made a part herof.
3. **Workman's Compensation:** Insofar as Workman's Compensation Act is concerned, the bidder or contractor agrees to furnish an official certificate from the Industrial Board of Indiana, showing that he is in compliance with such law, whenever such certificates are required in the Bid Document.
4. **Indemnification and Indemnification:** The bidder, if awarded an order or contract, agrees to protect, defend, and save the City harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract and be further agreed to indemnify and save the City harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties, by or from any of the acts of the contractor, his servants, or agents.

To this extent the bidder or contractor agrees to furnish adequate Public Liability and Property Damage Insurance, the amount of which will be determined by the City whenever such insurance is deemed necessary. When so required the type and amounts of insurance to be provided is set forth in the Bid Document.

5. **Prices:** Prices should be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid the unit prices stated will govern.
6. **Delivery:** Quotations should include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the bidder prices quoted will be considered as being based on delivery to the destination designated in the Bid Document and to include all delivery and packing charges.
7. **Specifications:** Unless otherwise stated by the bidder the proposal will be considered as being in strict accordance with the specifications outlined in the Bid Document.

Reference to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the requirements of the City. They should not be construed as excluding proposals for other types of material, equipment and supplies. However the bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or descriptive names a duplicate or substitution is clearly noted and described in the proposal.

8. **Samples:** Samples, when requested, must be furnished free of expense to the City and if not destroyed, will upon request be returned at the bidder's expense.

9. **Cash Discounts:** Time in connection with cash discounts offered, will be computed from date of delivery and acceptance at final destination or from date property accepted when received, if the latter date is later than the date of delivery and acceptance.

10. **Taxes:** The City is presently exempt from Federal Excise and Indiana State Sales Tax. Quotations must be separated to show the amount to be added for taxes of any kind if applicable. Prices should not include tax. The City will pay such taxes as are applicable to this purchase. Examples items will be furnished whenever necessary. Taxes wherever indicated and which are applicable to this purchase, will not be subject to any trade or cash discounts.

11. **Bid Information and Release:** The City reserves the right to waive information not inconsistent with law or to reject any or all bids.

12. **Awards:** Unless otherwise specified in the Bid Document the City reserves the right to accept any item in the bid. Unless otherwise stated in the Bid Document Bidders may submit proposals on any item or group of items, provided however that the unit prices are shown as requested.

13. **Payments:** Partial payments may be made upon presentation of properly executed claim voucher unless otherwise stated in the Bid Document. The final payment will be made by the City when the material, supplies or equipment has been fully delivered and accepted or the work completed to the full satisfaction of the City.

14. **Bidder's Signature:** Each proposal form must be signed by the Bidder with his usual signature. All signatures should be in full. Bids by partnership should include the names of the partners composing the partnership and must be signed by one or more of the partners in the following manner: "John Jones and James Smith, d.b.a., Southwestern Company, by John Jones, a partner".

Bids by corporations must be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bid in the manner.

15. **The successful bidder, or contractor, agrees that he will comply with Indiana Acts 1941, chapter 201, section 10, being Indiana Statute 46-2113-1941 supplement regarding such bidder, contractor, or his subcontractor not to discriminate with respect to hiring, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin or ancestry.**

16. **Unless otherwise specifically indicated under the Individual Bidding in the legal advertisement or invitation to bid, all bids shall be subject to the following:**

- a) A Bid bond, deposit of cash, certified check or Bank Customers Check, in the amount specified, drawn on a solvent bank payable to the City of Fort Wayne or to the contracting division thereof.
- b) The successful bidder will be required to furnish a bond or Certified Check on a solvent bank, payable to the City of Fort Wayne or to the contracting division thereof, in the amount specified in the notice of bids issued or the invitation to bid, as a guarantee for the faithful performance thereof.

17. **Submissions and Receipts of Bids:**

- a) Proposals, to receive consideration, must be received prior to the specified time of closing as designated in the invitation.
- b) Bidders must use the Bid Document proposal form furnished by the City as none other will be accepted. Proposal forms must be returned intact. Removal of any part thereof may invalidate the bid.
- c) Bidders are requested to use the Bid Envelope if furnished by the City, or other similarly identified envelope to assure proper handling. Envelopes should be sealed when submitted with information on the face of the Bid Envelope to identify the bid, and Bid Reference number and date of closing and City Agency involved.
- d) Separate proposals must be submitted on each reference number.
- e) Proposals having any omissions or corrections thereon may be rejected unless explained or noted under the signature of the bidder.

Accepted _____ Date _____ 10 _____ as follows:
Treasurer-Bidder, City of Fort Wayne, Ind.
Rejected _____ Date _____ 10 _____ as follows:
Special-Committee, City of Fort Wayne, Ind.

Specifications for One (1) Leaf Receiver Box to be able to slip into standard size Dump Bodies.

BASE PRICE: \$ 1400.⁰⁰

FREIGHT: \$ 80.⁰⁰

1. LENGTH: 11 feet maximum \$ _____
2. HEIGHT: 9 feet 5 inches minimum \$ _____
3. WIDTH: Shroud up to travel 6 ft. 6 inches(min)
Shroud out to work 9 ft. (min.) \$ _____
4. COLOR: Optional \$ _____
5. CONSTRUCTION All Steel with full opening
dumping door. Sectional, heavily
screened area for exhaust air unit
should be able to store flat when
not in use. \$ _____
6. DELIVERY DATE: 40 days after receipt of order
7. GUARANTEE: MANUFACTURER'S WARRANTY: _____

TOTAL: \$ 1480.⁰⁰

LESS TAX: \$ _____

LESS DISCOUNT: \$ _____

NET TOTAL: \$ 1480.⁰⁰

Alternate "A": Order of Four (4) Leaf Receiver Boxes - per specifications listed:

TOTAL EACH UNIT: \$ 1450.⁰⁰

TOTAL: \$ 5800.⁰⁰

LESS TAX: \$ _____

LESS DISCOUNT: \$ _____

NET TOTAL: \$ 5800.⁰⁰

Alternate "B": Order of Eight (8) Leaf Receiver Boxes per listed specifications:

TOTAL EACH UNIT:	\$ <u>1450.⁰⁰</u>
TOTAL:	\$ <u>11,600.⁰⁰</u>
LESS TAX:	\$ _____
LESS DISCOUNT:	\$ _____
NET TOTAL:	\$ <u>11,600.⁰⁰</u>

Alternate "C": Order of Ten (10) Leaf Receiver Boxes per listed specifications:

TOTAL EACH UNIT	\$ <u>1450.⁰⁰</u>
TOTAL:	\$ <u>14,500.⁰⁰</u>
LESS TAX:	\$ _____
LESS DISCOUNT:	\$ _____
NET TOTAL:	\$ <u>14,500.⁰⁰</u>

SPECIFICATION QUESTIONNAIRE
Bidder Proposal - To Be Completed
By the Bidder

Year: _____ Make: _____ Model: _____

1. Length: _____
2. Height: _____
3. Width: _____
4. Color: _____
5. Construction: _____

NON-COLLUSION AFFIDAVIT

STATE OF INDIANA, }
Marion } SS:
COUNTY }

The undersigned bidder or agent, being duly sworn on oath, says that he has not, nor has any other member, representative, or agent of the firm, company, corporation or partnership represented by him, entered into any combination, collusion or agreement with any person relative to the price to be bid by anyone at such letting, nor to prevent any person from bidding nor to induce anyone to refrain from bidding, and that this bid is made without reference to any other bid and without any agreement, understanding or combination with any other person in reference to such bidding.

He further says that no person or persons, firms, or corporation has, have or will receive directly or indirectly, any rebate, fee, gift, commission or thing of value on account of such sale or contract.

James F. Ries

James F. Ries
Bidder or Agent

For Ries Equipment Company, Inc.

Firm or Corporation

Subscribed and sworn to before me this 14 day of August, 1979

My Commission Expires

8-27-79

Barbara L. Lauer

PROPOSAL AND BID SURETY FORM

Page #7 of #7

PROPOSAL:

In compliance with the foregoing invitation to bid and subject to all of the conditions thereof the undersigned offers and agrees, if this bid is accepted within a reasonable time from date of opening of bids, to enter into a contract in accordance with the prices stated herein.

The Legal Advertisement, General Conditions, Instructions to Bidders, Information for Bidders, Special Conditions, Specifications, and Plans applying form a part of this proposal.

This proposal is supported by the following bid surety as required by law and signatures affixed thereto constitute both a proposal and bid surety executed by the bidder.

BID SURETY (REQUIRED BY LAW):

BOND FORM: (USE THIS BOND FORM—NO ALTERNATE FORM OF BOND WILL BE CONSIDERED).

KNOW ALL MEN BY THESE PRESENTS, THAT we, the undersigned, are held and firmly bound unto the City of Fort Wayne, State of Indiana, in the sum of FIVE PER CENT (5%) OF THE AMOUNT BID

.....Dollars,
to be paid on demand to said City of Fort Wayne, its successors and assigns for which payment well and truly to be made, we hereby bind ourselves, our heirs, successors, executors, and administrators, jointly and severally firmly by these presents.

The condition of this obligation is such that if the bid or proposal attached hereto and made a part hereof and submitted to the within named division of the City of Fort Wayne or its duly constituted agent, is accepted and a contract awarded to the undersigned bidder and the said bidder shall within ten (10) days after notice of said award enter into a contract with the said City of Fort Wayne, State of Indiana, and shall secure the performance of the same by bond or otherwise as may be required to the satisfaction of the City of Fort Wayne, Indiana then this obligation shall be null and void; otherwise to be in full force and effect.

BID CHECK (ALTERNATE FORM OF SURETY):

If a corporate surety is furnished, it is necessary that a certificate authorizing the "attorney-in-fact" to sign the bond accompanying the same.

Certified ☐

Cashiers ☐ Check No. in the sum of

.....Dollars

on Bank

of
is herewith submitted and deposited in lieu of bond under the same terms and conditions as set forth in the above bond. Note: If Check is used as Bid Surety—Attach here.

SIGNATURES (BID SURETY AND PROPOSAL):

Witnessed by:

Barbara Ayer

OTHER PARTIES INTERESTED IN THIS PROPOSAL

(See 14—Signatures under General Conditions, etc.)

List all Parties if Partnership

BIDDER
AND
PRINCIPAL

RIES EQUIPMENT COMPANY, INC.

Name of Bidder—Print or Type

By *[Signature]*

Signature of Person Authorized to Sign

Title President

2804 North Gatherwood

Street Name and Number

Indianapolis, Indiana 46219

City, State and Zip Code

Date August 21, 1979

See Cover Letter

Witnessed by:

Walter B. Pitt

SURETY

THE ETNA CASUALTY AND SURETY COMPANY

Name of Company — Print or Type

Incorporated Connecticut

In the State of: 151 Farmington Ave.

Address Hartford, Connecticut

By *[Signature]*

Donald J. Powers, Attorney-in-fact

Date August 21, 1979



POWER OF ATTORNEY AND CERTIFICATE OF AUTHORITY OF ATTORNEY(S)-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, THAT THE ETNA CASUALTY AND SURETY COMPANY, a corporation duly organized under the laws of the State of Connecticut, and having its principal office in the City of Hartford, County of Hartford, State of Connecticut, hath made, constituted and appointed, and does by these presents make, constitute and appoint **David A. Kocher, Donald J. Powers, Gary D. Eklund, Alice B. Fittz, Nancy A. Begeman, Pamela B. Tiernan or John Sachanda - -**

of Indianapolis, Indiana, its true and lawful Attorneys-in-Fact, with full power and authority hereby conferred to sign, execute and acknowledge, at any place within the United States, or, if the following line be filled in, within the area there designated, the following instrument(s):

by his sole signature and act, any and all bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any and all consents incident thereto

and to bind THE ETNA CASUALTY AND SURETY COMPANY, thereby as fully and to the same extent as if the same were signed by the duly authorized officers of THE ETNA CASUALTY AND SURETY COMPANY, and all the acts of said Attorneys-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This appointment is made under and by authority of the following Standing Resolutions of said Company which Resolutions are now in full force and effect:

VOTED: That each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, may from time to time appoint Resident Vice Presidents, Resident Assistant Secretaries, Attorneys-in-Fact, and Agents to act for and on behalf of the Company and may give any such appointee such authority as his certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors may at any time remove any such appointee and revoke the power and authority given him.

VOTED: That any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the Chairman, the Vice Chairman, the President, an Executive Vice President, a Senior Vice President, a Vice President, an Assistant Vice President or by a Resident Vice President, pursuant to the power prescribed in the certificate of authority of such Resident Vice President, and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary or by a Resident Assistant Secretary, pursuant to the power prescribed in the certificate of authority of such Resident Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact pursuant to the power prescribed in his or their certificate or certificates of authority.

This Power of Attorney and Certificate of Authority is signed and sealed by facsimile under and by authority of the following Standing Resolution voted by the Board of Directors of THE ETNA CASUALTY AND SURETY COMPANY which Resolution is now in full force and effect:

VOTED: That the signature of each of the following officers: Chairman, Vice Chairman, President, Any Executive Vice President, Any Senior Vice President, Any Vice President, Any Assistant Vice President, Any Secretary, Any Assistant Secretary, and the seal of the Company may be attested by facsimile to any power of attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such power of attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, THE ETNA CASUALTY AND SURETY COMPANY has caused this instrument to be signed by its Assistant

Vice President, and its corporate seal to be hereto affixed this 30th day of April, 1979



THE ETNA CASUALTY AND SURETY COMPANY

By R. T. Rippe
Assistant Vice President

State of Connecticut }
County of Hartford } ss. Hartford

On this 30th day of April, 1979, before me personally came R. T. RIPPE, to me known, who, being by me duly sworn, did depose and say: that he is Assistant Vice President of THE ETNA CASUALTY AND SURETY COMPANY, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; and that he executed the said instrument on behalf of the corporation by authority of his office under the Standing Resolutions thereof.



George A. Berry, Jr.
My commission expires March 31, 1981. Notary Public

CERTIFICATE

I, the undersigned, **Secretary** of THE ETNA CASUALTY AND SURETY COMPANY, a stock corporation of the State of Connecticut, DO HEREBY CERTIFY that the foregoing and attached Power of Attorney and Certificate of Authority remains in full force and has not been revoked; and furthermore, that the Standing Resolutions of the Board of Directors, as set forth in the Certificate of Authority, are now in force.

Signed and Sealed at the Home Office of the Company, in the City of Hartford, State of Connecticut, Dated this 21st day of August, 1979



By Wm. G. Wall
Secretary

4634
TITLE OF ORDINANCE SPECIAL ORDINANCE - CIVIL CITY PURCHASE ORDER NO. 4-06937 - SEASTROM, INC.

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

2-79-09-13

SYNOPSIS OF ORDINANCE CIVIL CITY PURCHASE ORDER NO. 4-06937 - \$11,500.00 TO SEASTROM, INC.

FOR TEN LEAF RECEIVER BOXES FOR THE STREET DEPARTMENT. THESE LEAF RECEIVER BOXES GO WITH
THE LEAF SWEEPERS PURCHASED EARLIER THIS MONTH.

(PURCHASE ORDER ATTACHED)

PRIOR APPROVAL REQUESTED

EFFECT OF PASSAGE ACQUISITION OF THIS EQUIPMENT FOR LEAF PICKUP OPERATIONS THIS FALL

EFFECT OF NON-PASSAGE

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS) \$11,500.00 FROM REVENUE SHARING OF THE
STREET DEPARTMENT

ASSIGNED TO COMMITTEE